proved that the husband, without a mitigating circumstance, abused, maltreated and cruelly beat his wife, indicated that he had a vicious temper, and showed that she would probably suffer great bodily injury by remaining with him, the wife was entitled to an absolute divorce. *Howlett v. Howlett,* 24 Ky. Law Rep. 974. The weight of authority, contrary to the ruling of the case under discussion, seems to be that to obtain a divorce *a vinculo matrimonii,* the applicant must be without reproach, and however guilty the defendant, if the applicant is chargeable either with similar guilt, or an offense to which the law attaches similar consequences, the relief must be denied; and if the applicant, though not thus guilty, is still not blameless, the relief must be limited to a relief *a mensa et thoro. Conant v. Conant,* 10 Cal. 249.

FRAUDS, STATUTE OF—DEBT OF ANOTHER—CONSIDERATION.—MAXEY V. RIDEOUT, 173 FED. 172 (WIS.).—*Held,* that a promoter's oral promise to pay a debt of his corporation to a third person created a valid contract and did not come within the statute of frauds, for the reason that said promoter's interest in the success of the corporation to the extent of $10,000 worth of paid-up stock was sufficient to take it out of the said statute.

One provision of the fourth section of the Statute of Frauds reads as follows: "No action shall be brought whereby to charge the defendant upon any special promise to answer for the debt, default or miscarriage of another person, unless the agreement upon which such action shall be brought, or some memorandum or note thereof shall be in writing, and signed by the party to be charged therewith or by some person thereunto by him lawfully authorized." The receipt or non-receipt of consideration by a promisor does not in every case determine whether a promise to pay the debt of another is within or without the statute of frauds; but the inquiry remains, whether he entered into an independent obligation of his own or whether his responsibility was contingent upon the act of another. *Olive v. Lewis,* 45 Miss. 203. It is held that if the promise to pay the debt of another arises out of some new and original consideration moving between the newly-contracting parties, the case is not within the statute. *Johnson v. Knapp,* 36 Iowa 616. But the mere consent obtained by the creditor from the original debtor that the promisor may pay the debt is not such a consideration as to take the contract out of the statute. *Osborne v. Farmers' Loan & Trust Co.,* 16 Wis. 35. In any case the statute cannot be interposed as a cover and shield against the actual obligations of the defendant. *Browne on Statute of Frauds,* Sec. 165. And, therefore, it has been held that a parol promise to pay the debt of another does not fall within the statute as long as there is a valuable consideration independent of the original contract, moving even from the original debtor to the promisor. *Cross v. Richardson,* 30 Vt. 641. Whenever the main object of the promisor is not to answer for another but is to subserve some beneficial purpose of his own, his promise is not within the statute of frauds, although the performance of it may incidentally have

the effect of extinguishing the liability of that other. *Emerson v. Slater,* 22 Howard 28. In one case the court held that if a debtor puts a fund into the hands of the promisor upon a trust to pay the debt, the promise to pay is not within the statute in that it is the promisor's duty to pay the debt, so that when he promises the creditor to pay it, in substance he promises to pay his own debt, and not that of another. *Fullam v. Adams,* 37 Vt. 391.

INSURANCE—CONDITION IN POLICY FOR COMPANY'S BENEFIT—WAIVER BY GENERAL AGENT.—PACIFIC MUT. LIFE INS. CO. V. CARTER, 123 S. W. (ARK.).—*Held,* that a general agent of an insurance company may waive the performance of a condition inserted in a policy for its benefit. Battle and Hart, J. J., *dissenting.*

The general rule seems to be that an agent of an insurance company, authorized to issue policies of insurance and consummate the contract, binds his principal by any act or agreement, within the ordinary scope and limit of insurance business. *Am. Cent. Ins. Co. v. McLanathan,* 11 Kan. 533. An this is so notwithstanding a provision in the policy that no agent has such power. *Continental Casualty Co. v. Johnson,* 119 Ill. App. 93. Or even if there are restrictions imposed upon the power of an agent by custom as well as by the rules of the company, in regard to making changes in the printed conditions of a policy, he still has authority to waive a forfeiture for breach of a condition if the policy has already been issued in a proper case and without fraud on his part or that of the insured. *Viele v. Germania Ins. Co.,* 26 Iowa 9. But in any case the insured must have had no notice of the limitation upon the general agent's power. *Richard v. Springfield Fire & Marine Ins. Co.,* 114 La. 794. In the case of a general agent employing an assistant, if he accept the assistant's acts and adopts his judgment, then the assistant has power to bind the company by waiving the conditions of a policy delivered by him. *Davis v. Lamar Ins. Co.,* 18 Hun. 230. And this is so even though the assistant has been appointed without the knowledge of the company. *Harding v. Norwich Union Fire Ins. Soc.,* 10 S. D. 64. But as for a local agent, the weight of authority seems to be that he cannot waive a condition of forfeiture without express authority from the governing officials. *Lippman v. Aetna Ins. Co.,* 120 Ga. 247.

JUDGES—DISQUALIFICATION—PREJUDICE.—HARGIS V. COMMONWEALTH, 123 S. W. 239 (KY.).—The statement by the Commonwealth's attorney that he had "camped on the trail of" defendant's father and now proposed to "camp on defendant's trail, and put him where he belonged," was *held,* not to show such prejudice as to disqualify him to act as judge, he being subsequently appointed to that office, in the trial of the defendant for murder. Nunn and Barker, J. J., *dissenting.*

In the absence of statutory provision, bias or prejudice on the part of the judge does not disqualify him. *People v. Williams,* 24 Cal. 31; *Cooper v. Brewster,* 1 Minn. 94. But where under the law the bias or